

## June 21, 2005

The subject RFP is hereby amended as follows.

## A. The following RFP Schedule of Events updates or confirms scheduled RFP dates.

	EVENT	TIME	DATE	UPDATED/ CONFIRMED
1.	State Issues RFP		May 20, 2005	CONFIRMED
2.	Disability Accommodation Request Deadline		May 27, 2005	CONFIRMED
3.	Pre-proposal Conference	1:00 p.m.	May 31, 2005	CONFIRMED
4.	Notice of Intent to Propose Deadline		June 2, 2005	CONFIRMED
5.	Written Comments Deadline		June 7, 2005	CONFIRMED
6.	State Responds to Written Comments		June 21, 2005	CONFIRMED
7.	Proposal Deadline	2:00 p.m.	July 12, 2005	UPDATED
8.	State Contacts Proposers to Schedule Software Demonstrations		July 26, 2005	UPDATED
9.	Proposers Conduct Software Demonstrations		August 8 through August 12, 2005	UPDATED
10.	State Completes Technical Proposal Evaluations		August 15, 2005	UPDATED
11.	State Opens Cost Proposals & Calculates Scores	9:00 a.m.	August 16, 2005	UPDATED
12.	State Issues Evaluation Notice & Opens RFP Files for Public Inspection	9:00 a.m.	August 18, 2005	UPDATED
13.	Contract Signing		August 30, 2005	UPDATED
12.	Contract Signature Deadline		September 7, 2005	UPDATED
13.	Performance Bond Deadline		September 14, 2005	UPDATED
14.	Contract Start Date		September 19, 2005	UPDATED

# B. The following State responses to the questions detailed shall amend or clarify this RFP accordingly.

	QUESTION/COMMENT	STATE RESPONSE
1.	Pro-Forma Contract Clause A.10.b	The State is not seeking a perpetual performance guarantee. To clarify this point, the State will amend the
	Current Requirement: After the first month following the written acceptance of each Implementation Phase, if the response time degrades to a level of non-compliance, as	Pro Forma Contract Section A.10.b, as described in Item C below following these questions.
	defined in Contract Attachment H, Infrastructure and Standards Requirements, with the user-defined standard, then the contractor will have one month from the date of	Also, see the following RFP sections for the vendor's

notice by the State to restore the performance back to the required response times.

Requested Change: After the first month following the written acceptance of each Implementation Phase, if the response time degrades to a level of non-compliance, as defined in Contract Attachment H, Infrastructure and Standards Requirements, with the user-defined standard, then the contractor will have one month from the date of notice by the State to restore the performance back to the required response times. Failure to meet the standard can effect the continuation of the contract and the State will not pay Base License System Support fees until such time as the standard is met. The Contractor will not be held liable or responsible for degraded response times when system configurations, infrastructure, standards, reports, PLSQL code, or other factors have been applied by the State.

Rationale: Our interpretation of "After the First Month..." implies that the contractor provide a perpetual guarantee regarding the performance of the system regardless of changes the state may make to its infrastructure or standards. While we can guarantee that the response time at acceptance will not degrade beyond required response times with increases in data volume, we can not guarantee performance on future infrastructure and servers over which the contractor has no control.

obligations:

*Pro Forma* Contract, Section A.10.a, Warranty Period. Contract Attachment H, Section H.7.2, Performance Standards.

Contract Attachment I. Section I.2.6.8.

# Clause C.7.a

Current Requirement: The "Official Station," which is defined as the location at which Contractor personnel shall perform the major portion of their duties, is Nashville, Tennessee.

Requested Change: The "Official Station," which is defined as the location at which Contractor personal, when on site, shall perform the major portion of their duties, is Nashville, Tennessee.

Rationale: We understand that while the state may have offices at other locations, we will work in Nashville most of the time.

The State is not certain of the intent of the question. The language currently states that the major portion of duties will be performed in Nashville, TN and the "Rationale" confirms the vendor's understanding of that. Therefore, the State will not amend the language.

## 3. Project Team Structure 1.2.7.1.2

Current Requirement: These key personnel must be onsite at the state's project site and dedicated full-time to the MARS project. In its Proposal, Contractor named these individuals and for each one include a resume describing the individual's title, education, current position with the Proposer, and employment history

Requested Change: Key Contractor personnel shall be on-site for all project activities which require in-person participation, in the Contractor Project Manager's opinion, for a successful project. The Contractor Project Manager role will be shared by the Project Manager and Deputy Project Manager, amounting to one full-time equivalent resource (1 FTE). Both individuals will be dedicated to the project for its duration. In its Proposal, Contractor named these individuals and for each one include a resume describing the individual's title, education, current position with the Proposer, and employment history

Rationale: Most work (configuration, report development, data conversion...) can be conducted at the contractor offices, as this is common practice for a COTS vendor and will lower costs to the State.

The State requires the contractor's key contract personnel to be onsite for all project related activities that require in person participation. The majority of onsite participation will be during the Design and Implementation phases of the project. The State Project Manager will determine the need for the contractor personnel to be onsite.

The State does require a full-time Project Manager. The Deputy Project Manager can be another key contract resource assigned to another project task but must have the experience and credentials to assume the role of PM if required.

The State will not make the requested change.

	We would commit to having staff working on-site as required to ensure all tasks are successfully completed and accepted by the state. We propose, however, that several key activities (such as system configuration, report writing, interfaces, data conversion scripting and testing), especially during during the Development Phase, would be completed offsite while accessing the State Dev/Test database remotely. At a minimum during these phases, we would commit to being on-site at least monthly for Project Steering Committee and executive meetings. (It is highly likely that staff will be on-site more frequently in order to perform various activities.)  Our interpretation of a deputy project manager is someone who shares the project manager responsibilities. This helps to keeps the project on track and allows resources to be allocated more efficiently. We cannot commit to providing a full-time project manager dedicated exclusively to this project.	
4.	Proposal Deadline -  Current Requirement: June 28th, 2005  Requested Change: Revise closing date to:	The State is amending the Schedule of Events. Please see the State's response to Item A above.
	Requested Change: Revise closing date to: July 29, 2005  Rationale: The proposal deadline as recorded in the RFP schedule is only 1 week after the State issues their response to the written comment we simply, do not have enough time to adequately respond.  Also, we are approaching the months in which our staff takes their holidays. As a result our staff levels are lower and we will be unable to meet the deadline.	
5.	Currently we only have the Microsoft Word version of the original RFP, so please forward any addendums, amendments, vendor question/answers, or attachments that are also available. Or tell us where to locate and download these documents on your procurement Web site.	The website to view the RFP in Word and .pdf is <a href="http://state.tn.us/finance/oir/pcm/rfps.html">http://state.tn.us/finance/oir/pcm/rfps.html</a> All amendments, written comments, etc. will be posted on this website.  Since the vendor submitted a Notice of Intent, when these types of documents are posted, the State will send an email notification to alert the vendor of the posting.
6.	We understand that the pre-proposal conference was scheduled for May 31st, 2005. I would like to ask that a list of attendees and any information presented at that meeting be forwarded as well. Specifically, any PowerPoint slides presented, a list of attendees/companies, and questions/answers provided.	We do not maintain attendee lists nor are vendor presentations allowed at the conference. Any questions asked were not recorded because as stated in the RFP, Sections 1.5.3, 1.5.8, and 1.8 any oral communications are unofficial and non-binding.
7.	The deadline for written comments is June 7th, 2005. Are the questions/answers being distributed to all vendors, or are they confidential? Will answers be provided to questions in an on-going basis or will they be batched for release after June 7th?	All questions and answers are compiled into one document, with vendor identifying information stripped. They are distributed to all vendors at the same time on the designated day on the Schedule of Events, June 21, 2005.
8.	We understand that NIC provides on-line license renewals and license lookups. Are these the only on-line services that the vendor will have to interface with or are there others (initial licensure, name changes, address changes, surveys, etc.)? If others, how many and what type of interface will be required?	NIC will provide all customer-facing online interfaces not provided by State agencies. The vendor will not provide any customer-facing interfaces. The vendor is responsible for all data export interfaces to and from the NIC provided customer interfaces. Currently, the State has identified the interfaces listed in Contract Attachment D, Section D.3.2.1. The State anticipates other interfaces that have not been defined at this time. Any additional interface requirements will be handled with change orders.
9.	Will the requested profile system (page 157) be hosted/presented by NIC? If so, what type of interface will be required?	Currently, this function is not provided by NIC. We require MARS to provide the functionality to manage the Right to Know Profile and provide a data export to the customer-

		facing online interface, which will be provided by either NIC or the State Agency.
10.	Is it the intention of the state to have all six (6) key personnel be on-site throughout the entire project or on an as-needed basis (on-site when required)?	Please see the State's response to Item #3 above.
11.	Can a vendor mark certain parts of their proposal as proprietary or confidential?	There is no provision for protecting selected portions of a given proposal. See RFP section 4.14, which states:
		"Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with <i>Tennessee Code Annotated</i> , Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection."
12.	Page 4: Please provide a list of license types for the Department of Education.	The State has provided a list of Education license types as an amendment to Contract Attachment B. See Item H below following these questions.
13.	Page 8, Schedule of Events: Would the State commit to providing written comments to vendor questions by June 14 <sup>th</sup> instead of June 21 <sup>st</sup> in order to allow vendors time to absorb how the answers would affect our proposal and pricing? Given the production and shipping times needed for a response, allowing only one week from receipt of answers to final deadline will be challenging.	The State is amending the Schedule of Events. Please see the State's response to Item A above.
14.	Page 24, Section A.9.c: The section specifies 25 students to be trained. This seems inconsistent when compared to other class sizes. Is this the correct number of technical staff to be trained? It will require multiple classes and affect cost.	Up to twenty-five students is the correct number of staff for Technical/Systems Administration training. The state can provide a facility to accommodate a class of this size.
15.	Page 24, Section A.9.b: Is the phrase "modify the system" intended to mean "modify the system configuration" given that the state does not expect to obtain source code for the solution other than escrow?	The State intended this statement to allow us to modify the system configuration not the actual source code.
16.	Page 25, Section A.9.f: Could the state commit to assessing the training effectiveness within 30 days of the completion of the training classes so that remedial action could be taken quickly? As drafted, the State could request remedial training 6 months after the system is in production.	The State reserves the right to request remedial training, at no additional cost within the first six months after the system goes into production.
17.	<ul> <li>a. Page 35, Section D.4. We request a statement be added limiting the amount of vendor liability to no more than one times contract value.</li> <li>b. In light of the permissions granted by T.C.A. 12-4-119(c) that allow the State to offer a limitation on liability where the refusal to do so would cause the state to pay a higher price, does the State intend to require contractors to factor unlimited liability into their pricing?</li> </ul>	<ul> <li>a. The State is amending the <i>Pro Forma</i> Contract to limit the vendor liability to "two" times the contract value. To amend, the State will add Section E.18. <u>Contractor Limitation of Liability</u> to the <i>Pro Forma</i> Contract, See Item G below following the questions.</li> <li>b. Please see the State's response to Item #17 a. above.</li> </ul>
18.	a. Page 72, Section A.2.2.1: How does the State expect the applicant will make an application "request"? Would this be done by the NIC portal or should proposers be offering their own (publicly accessible) online functions?	Applicants currently make requests by mail, phone, inperson or email. MARS is required to have the capability to track individuals requesting applications. In the future, we would like to offer the license application function through the online interface provided by NIC.
	<ul> <li>If so how should we describe and price these since the State does not wish to entertain optional services.</li> </ul>	b. The vendor will not provide any customer-facing online interfaces.

19.	Again page 72, Section A.2.2.1: Does this requirement only involve applicants <i>requesting</i> application forms and information on-line? If so, what role would MARS have in this requirement?	Please see Contract Attachment A.2.2.2 thru A.2.2.4 for a full explanation.
20.	Page 79, Section A.2.3.9: How many National Data Repository Inquiries are required and how are they performed? Do they each provide a web services interface and/or interface APIs for automated inquiries? Please clarify the State's requirements.	The exact number is not known at this time. This will be determined during detail design.  It is estimated that less than 10% of the professions have a National Data Repository, but MARS needs the capability to link to the proper repository website. For example, if a staff member is entering a transaction and wants to verify nursing information, they need the capability to access through a link in the application. We do not want them to manually launch another browser session to locate this information. Note that the vendor is not required to pass any information from MARS to the National Data Repository or vice-versa; the vendor is only providing a link.
21.	Page 115, Section A.2.9.12: Who is responsible for displaying public license information on each of the department's web sites? Is it NIC? If so should these be treated as data export interfaces? If not, what are the requirements for MARS?	Currently, each department is responsible for displaying public license information. This should be treated as a Data Export.
22.	Page 153, Section 4.2.2: Since we understand this to be a NIC function what is the requirement for MARS?	MARS must provide a periodic automatic reconciliation that takes information from NIC and the Credit Card Clearinghouse, and reconciles this information with the fee designated for the transaction in MARS.
23.	<ul> <li>a. Page 157, Section A.5: Please explain in more detail how the data is collected and entered "separate from the current RBS application". For example are on-line profiling updates currently supported by NIC and entered into a separate database?</li> <li>b. Is the data and application to be converted to MARS?</li> </ul>	<ul> <li>a. In the current system, the professional notifies the department of a change in their information and the department enters the change into the Right To Know Application. The department then updates the data on the website. This is currently not NIC functionality. For the State's future requirements, please see the State's response to Item #9 above.</li> <li>b. The application and conversion of the data is a MARS requirement.</li> </ul>
24.	Again Page 157, Section A.5: Is the State looking to replace the current paper-based forms input profiling system with an Internet-based customer self service entry function allowing practitioners to self enter profiles on the Internet? Or is it the State's desire just to repatriate the current paper-based Right to Know Profile System from the current stand alone application into the replacement RBS System? Since it was clear that the State did not want to entertain options, we request the State's direction on this requirement.	Please see the State's response to Item #23 above.
25.	Page 213, Section C.3: Fixed System Report Requirements. Please clarify if it is the State's intent that MARS have the capability to produce reports listed so that the State can create them, or must pricing include costs for vendors to provide all reports listed in C.3?	It is a MARS requirement for the Proposer to provide all the reports listed in the RFP.
26.	<ul> <li>a. Page 251, Section G.5.1.1: Is it the State's intention to install a separate set of servers for each Department in different locations for MARS or does it plan to host the solution on a single server at F&amp;A?</li> <li>b. Also in Section 1.1 (page 3) the statement is made that:</li> <li>The State of Tennessee reserves the right to install multiple instances of the software, on multiple servers, in multiple locations to meet its implementation needs. The State requires one data configurable version of the</li> </ul>	<ul> <li>a. There are different factors that will affect the State's decision on the number of servers they will install for MARS. One of the major factors is the platform and architecture of the proposed solution. The State could install a single server in the OIR Data Center or multiple servers, which will either be located in the OIR Data Center or Agency Data Centers.</li> <li>b. For the purposes of this proposal we must assume the worst-case scenario of four separate installs but the State would assist the Vendor in staging and</li> </ul>

	software capable of being installed for all agencies.  The answer to this materially affects costs since the effort for installation, support and implementation start-up depends on the number of hardware servers. Since the	propagating the software to the additional servers. The State has assigned an Infrastructure Project Manager that could assist in this effort.  NOTE: The vendor has mentioned three departments in its
	State has made it clear that no price options are allowed, we are looking for some guidance in this regard. Should we just assume the worst case scenario that all three departments will host their own production servers?	question; there are actually four.
27.	Page 251, Further to the above question, will F&A host a separate development and test environment or would each department have their own? If so should we assume for costing purposes that F&A will stage the software and be responsible for propagating it to the 4 department servers?	Each department may have their own Development and Test environment. The State will assume the responsibility to stage and propagate the software to all departments.
28.	Page 252, Section G, Data Conversion: Please clarify the state's expected participation in the conversion effort. Will the vendor be expected to take the State's existing database in native format or standard database export files and take full responsibility for the data conversion into the new database?	The State will provide the Proposer a standard database export file and provide assistance as stated in Contract Attachment G, Section G.4 of the RFP.
29.	Page 252, Section G, Data Conversion: What requirement is there to convert the existing "Setup" data mentioned throughout the RFP?	No requirements exist for the automated conversion of the existing setup data. This will be accomplished during the initial administrative implementation of MARS.
30.	Page 253, Section G.2.1.1 calls for a 3 month implementation strategy for the Departments of Health and Financial Institutions. Was it the State's intention to include Education in this strategy and then specify a 2 month implementation for Health and 3 month implementations for the other departments to be consistent with Section I.5?	In accordance with Contract Attachment I, Section I.5, which is a suggested project schedule, the Department of Health's implementation effort will begin on August 4, 2006 and will continue for two months. The implementation effort for other Departments, including Education, will begin on October 6, 2006 and continue through January 2, 2007.
		As a part of its proposal, the State requires the Proposer to provide a realistic work plan (see RFP Attachment 6.3, Section C, Item C.23) for all activities based on their available resources and past experience with a project of this size.
31.	Page 253 Section G.2.1.1: Page 22, (Section A.2.d.i) states that "The implementation phase may occur at approximately the same time but on different schedules in the various User Departments". Please clarify the schedule desired by the State.	Please see the State's response to Item #30 above.
32.	Pages 260-261, Section G.5.2.5: This section references other potential sources of data to convert. Please identify what data sources other than data from the existing RBS databases need to be converted.	Complaints and Compliance have Excel Spreadsheets and Access Databases that have been used in the past to track complaints and compliance. These databases are a small percentage of the total conversion effort.
33.	Page 277, Section I.2.6: The tense of the requirement is confusing. We assume this to mean the contractor should describe its proposed approach?	The language in Contract Attachment I, Section I.2.6 has been amended. See Item E below following these questions.
34.	Page 280, Section I.2.7.1.2: Since all key personnel will not be required for tasks during all phases, can we assume that key personnel will perform their responsibilities on-site as required subject to the mutual agreement of the State and vendor project managers? For example the Database Administrator will not be required on site during initial project phases. This will have an effect on project cost.	Please see the State's response to Item #3 above.
35.	Page 302, Section I.5: The schedule calls for an initial roll out of the Department of Health and then a <i>parallel</i> rollout of the remaining three departments in within a 3 month period. Can the State assure vendors that sufficient State resources will be made available to perform state tasks in parallel for <i>all three</i> departments within this 3 month period which also spans the year end holidays?	The State will perform its obligations under the contract.

36.	Page 302, Section I.5: Further to the previous question, are there some other factors driving the timeframe or is there any flexibility in the schedule? Would the State be interested in vendors suggesting alternate schedules?	The State is anxious to get this project underway but is open to alternate schedules. However, any alternate schedule proposed must conform to the project phase structure laid out in the RFP Attachment 6.1, Section A.2 and RFP Attachment 6.4 Cost Proposal & Scoring Guide.
		Notwithstanding the above, proposers should be aware that a work plan proposed in response to Contract Attachment C, Section C.23 that exceeds the desired schedule described in Contract Attachment, Section I.5 is subject to being scored lower than work plans that conform to the I.5 schedule.
37.	Page 306: How will the 20 points for section B be divided amongst the 15 questions? The absence of guidelines for evaluators will potentially lead to inconsistent scoring	It is not the State's intent for the twenty points of Section B to be divided amongst the fifteen questions. The entire Section B will be scored as a whole from zero to twenty.
38.	Page 316, Section D.1: The demonstration instructions request that the proposer demonstrate <i>online</i> and mail in license fees, whereas Page 236, D3.2.1 describes renewals and credit card collections to be handled as an interface to the existing NIC portal. Should proposers be offering their own (publicly accessible) online renewal and payment functions? If so how should we describe and price these since the State does not wish to entertain optional services. Please clarify as much as possible the State's intention with respect to proposers proposing their own public access Internet services.	The proposer does not need to demonstrate online functionality but should explain how the fee collected by a NIC transaction will be reconciled with the fee charged by MARS.
39.	Page 333: Attachment 6.8. Please provide guidance for completion of this attachment. For example what if anything is permitted in "% Function Not Provided" that would be acceptable and not cause a bid to be rejected?	The State is amending RFP Attachment 6.8. See Item F below following the questions.
40.	General: Can the State provide a list of vendors who attended the pre-proposal conference on May 31 <sup>st</sup> ?	Please see the State's response to Item #6 above.
41.	General: What funds have been appropriated for this project?	A sum sufficient for all amounts obligated by the contract resulting from this RFP has or will be appropriated by the General Assembly.
42.	In view of the fact that a performance bond is requested and the payment terms include a 20% holdback, does the State still require proof of a \$500,000 line of credit?	The State is amending RFP Attachment 6.3, Section A.2, Bullet item 4.  See Item D below following the questions.
43.	Are any vendors precluded from bidding on the RFP?	The State has not specifically precluded any vendors from bidding on this RFP.

- **C.** Delete *Pro Forma* Contract, Section A.10.b, <u>System Performance</u> in its entirety and replace it with the following:
  - A.10.b. <u>System Performance</u>. After the first month following the written acceptance of each Implementation Phase, and continuing through the end of the Warranty Period, if the response time degrades to a level of non-compliance, as defined in Contract Attachment H, Infrastructure and Standards Requirements, with the user-defined standard, then the contractor will have one month from the date of notice by the State to restore the performance back to the required response times. Failure to meet the standard can effect the continuation of the contract and the State will not pay Base License System Support fees until such time as the standard is met.
- **D.** Delete RFP Attachment 6.3, <u>Technical Proposal & Evaluation Guide</u>, Section A Mandatory Requirements, the following Bullet Item 4 in its entirety:

A letter of commitment from a financial institution (signed by an authorized agent of the financial institution and detailing the Proposer's name) for a general line of credit in the amount of Five Hundred Thousand Dollars (\$500,000.00)

**E.** Delete Contract Attachment I, Section I.2.6, <u>Project Quality Management</u> in its entirety and replace it with the following:

In its proposal, the Contractor shall describe its approach for assuring the quality of this project's work. The proposal should demonstrate an understanding of the Contractor's ultimate responsibility for quality and define a comprehensive set of reasonable and effective practices for fulfilling that responsibility. It should also demonstrate an understanding of the State's oversight activities described below and the Contractor's role in those activities.

The Contractor will refine this document and use it as the basis for the following requirements.

**F.** Delete RFP Attachment 6.8, <u>Business Requirement Gap Analysis</u> in its entirety and replace it with the following:

#### **ATTACHMENT 6.8**

### **BUSINESS REQUIREMENT GAP ANALYSIS**

	<u> </u>	<u> </u>	<u> </u>
Req. No.	Requirement Description	% Out of the Box	% Requiring Customization
A.1	Profession Setup		
A.1.1	Create a Department and Division		
A.1.1.1	Define Department Information		
A.1.1.2	Specify Department Financial Information		
A.1.1.3	Specify Case Complaint Information		
A.1.1.4	Specify Authorized Staff		
A.1.2	Create a Regulatory Board		
A.1.3	Establish Profession Profile		
A.1.3.1	Establish Profession Information		
A.1.3.2	Establish Rank Information		
A.1.3.3	Establish Profession Qualifications		
A.1.3.4	Establish Profession Specialties		
A.1.3.5	Establish License Pre-requisites		
A.1.3.6	Establish Supporting License Types		
A.1.3.7	Establish Profession Specific Data (PSD)		
A.1.3.8	Identify License Status		
A.1.3.9	Identify Activity Status		
A.1.4	Add Application Transaction Information		
A.1.4.1	Select Application Transactions		
A.1.4.2	Select Activities		
A.1.4.3	Specify Transaction Specifications		
A.1.5	Identify Inspection Criteria		
A.1.5.1	Identify Inspection Recording Method		
A.1.5.2	Identify Inspection Purge Method		
A.1.5.3	Identify Inspection Types		
A.1.5.4	Define Inspection Regions		
A.1.5.5	Identify Inspection Disciplines		
A.1.5.6	Add Inspectors		
A.1.5.7	Inspection Regulations		
A.1.6	Establish Fee Structure		
A.1.6.1	Add Fee Information		
A.1.6.2	Establish Fee Amounts		
A.1.6.3	Determine Application Transaction Fees		
A.1.7	Define Examination Requirements		
A.1.7.1	Define Exam Options		

A.1.7.2	Define Exam Sitting Schedule		
A.1.7.3	Define Exam Requirements		
A.1.8	Define Experience Criteria		
A.1.9	Define Education Criteria		
A.1.10	Define Continuing Education Information		
A.1.11	Define Continuing Education Requirements		
A.2	Issue License		
A.2.1	Issue Application		
A.2.1.1	Determine Application –Type		
A.2.1.2	Establish Rank Status		
A.2.1.3	Establish Professional Qualifications		
A.2.1.4	Establish Profession Specialties		
A.2.1.5	Establish "Other" Modifier		
A.2.1.6	Establish License Fees		
A.2.1.7	Assign Unique Identifiers		
A.2.2.1	Generate Application		
A.2.2.2	Display Applicant-Information		
A.2.2.3	Mailing Labels		
A.2.2.4	Report Application Activity		
A.2.3	Verify Initial Application	1	
A.2.3.1	Determine License Transaction		
A.2.3.2	Verify Initial Application-Information		
A.2.3.3	Verify Profession Specific Data		
A.2.3.4	Verify Out-of-State License		
A.2.3.5	Verify Credentials		
A.2.3.6	Verify Fees		
A.2.3.7	Manage Fee Increases		
A.2.3.8	Document Competency Information		
A.2.3.9	Verify Disciplinary History		
A.2.3.10	Verify Supporting Documentation		
A.2.3.11	Verify Supporting License Requirements		
A.2.3.12	Verify Experience		
A.2.3.13	Verify Initial Education		
A.2.3.14	Verify Criminal Background Check		
A.2.4	Verify Initial Organization Application		
A.2.4.1	Validate Organization Fees		
A.2.4.2	Record Basic Organization Information		
A.2.4.3	Verify Profession Specific Data		
A.2.4.4	Record Facility Ownership Information		
A.2.4.5	Determine Services Provided		
A.2.4.6	Verify Supporting Documents		
A.2.4.7	Notify Occupancy Inspection		
A.2.4.8	Issue Vehicle Permit		
A.2.4.9	Update Vehicle Permit History		
A.2.5	License Renewals		
A.2.5.1	Verify License Renewals		
A.2.5.2	Validate Continuing Education Requirements		
A.2.5.2.1	Continuing Education Option 1		
A.2.5.2.2	Continuing Education Option 2		
A.2.5.3	Verify Continuing Education Courses		
A.2.5.3.1	Continuing Education Option 1	1	
A.2.5.3.2	Continuing Education Option 2		
A.2.5.4	Compare Courses Taken to Course Requirements		
A.2.5.5	Audit Continuing Education Requirements		
A.2.6	Other Application Transactions		
A.2.6.1	Track Special Application Request		
A.2.6.2	Record Downgrade Request		
		i	1

A.2.6.3	Record Upgrade Request		
A.2.6.4	Record Re-Exam Request		
A.2.6.5	Record Licensure Reinstatement Request		
A.2.6.6	Record Change of Address Request		
A.2.6.7	Record Reapplication Request		
A.2.6.8	Record Retirement Application Requests		
A.2.6.9	Application Appeal		
A.2.6.10	Post Application		
A.2.6.11	Report Application Status		
A.2.7	Miscellaneous Profession Specific Requirements		
A.2.7.1	Supporting License Determinations		
A.2.7.2	Establish Profession Specific Data (PSD)		
A.2.7.3	Manufactured Housing Decals and Inspections		
A.2.7.4	Bonds and Sureties		
A.2.7.5	Licensing Events		
	Boxing Matches		
	Toughman Contest		
	Automobile Races		
A.2.7.5.4	Investigations		
A.2.8	Issue License		
A.2.8.1	Verify License Pre-Requisites		
A.2.8.2	Verify Examination Results		
A.2.8.3	Generate Exam Roster		
A.2.8.4	Register Exam Participants		
A.2.8.5	Compare Exam Scores		
A.2.8.6	Post Exam Scores		
A.2.8.7	Generate Exam Reports		
A.2.9	Create an Initial License		
A.2.9.1	Verify License Status		
A.2.9.2	Document Regulatory Board Approval		
A.2.9.3	Generate License Certificate		
A.2.9.4	Produce License-Directory		
A.2.9.5	Maintain License Information		
A.2.9.6	Upgrade Qualification/Specialty Status		
A.2.9.7	Record Conditional License Change		
A.2.9.8	Record Suspended License Information		
A.2.9.9	Record Terminated License		
A.2.9.10	Record Deceased License Status		
A.2.9.11	Record Revoked License Status		
A.2.9.12	Display License Information		
A.3	Track Complaints and Cases		
A.3.1	Initiate/Add a Complaint		
A.3.1.1	Initiate/Add a Complaint - Option 1		
	Initiate a Complaint		
A.3.1.1.2	Add a Complaint		
A.3.1.2	Initiate/Add a Complaint - Option 2		
A.3.1.2.1	Initiate a Complaint		
A.3.1.2.2	Add a Complaint		
	Add a Complainant		
	Add A Respondent		
A.3.1.3.2	Notify Respondent		
A.3.1.3.3			
A.3.1.4	Report Prioritized Complaints		
A.3.1.5	Report New Complaints		
A.3.2	Schedule Complaint Review		
A.3.2.1	Document First Review		
A.3.2.2	Assign an Investigator		
		-	

A.3.2.3	Audit Investigative Activity	
A.3.2.4	Document Second Review	
A.3.2.5	Post Disposition	
A.3.3	Create a Case	
A.3.3.1	Create a Complaint Related Case	
A.3.3.2	Assign Attorney	
A.3.3.3	Display Attorney Assignments	
A.3.3.4	Report New Cases	
A.3.3.5	Track Case Activities	
A.3.3.6	Display Case Information	
A.3.3.7	Record Case Activity Prior to Board Action	
A.3.3.8	Record Results of Board Action	
A.3.3.9	Record Case Activity After Initial Board Action	
A.3.3.10	Document Appeal Activities	
A.3.3.11	Document Order of Modification and Order of	
	Compliance	
A.3.4	Identify Case Costs	
A.3.5	Track Respondent's Compliance Terms and Payments	
A.3.5.1	Track Compliance Terms	
A.3.5.2	Track Respondent's Payments	
A.3.5.2.1	Record Payment of Penalties	
	Distribute Payments	
	Display Payments	
	Record Refund	
A.3.5.2.5	Transfer Payment by Profession	
A.3.6	Report Compliance Activity	
A.4	Financial	
A.4.1	Record Cash Office Payments	
A.4.1.1	Post Fee Information	
A.4.1.2	Cash Batch Entry	
A.4.1.3	Validate Fee Payment	
A.4.1.4	Changes to Payments	
A.4.1.5	Report Daily Transactions	
A.4.1.6	Post Unassigned Fees	
A.4.1.7	Report on Unassigned Payments	
A.4.1.8	Validate Daily Deposit	
A.4.1.9	Create Bank Deposit Slip	
A.4.2	Post On-line Renewal Fees	
A.4.2.1	Verify Credit Card Payments	
A.4.2.2	Verify Credit Card Clearinghouse Payment	
A.4.2.3	Create a Cash Receipt Report	
A.4.3	Post Renewal Fees Paid at Revenue	
A.4.4	Report Cash Exceptions Payment Problem Report	
	Codes	
A 4 4 4	Descrid Ded Charles	
A.4.4.1	Record Bad Checks	
A.4.4.2	Create Bad Check Report	
A.4.4.2 A.4.4.3	Create Bad Check Report Create Refund Report	
A.4.4.2 A.4.4.3 A.4.4.4	Create Bad Check Report Create Refund Report Report Late Payments	
A.4.4.2 A.4.4.3 A.4.4.4 A.5	Create Bad Check Report Create Refund Report Report Late Payments Health Care Consumer's Right to Know	
A.4.4.2 A.4.4.3 A.4.4.4 A.5 A.5.1	Create Bad Check Report Create Refund Report Report Late Payments Health Care Consumer's Right to Know Post Profile Information	
A.4.4.2 A.4.4.3 A.4.4.4 A.5 A.5.1 A.5.2	Create Bad Check Report Create Refund Report Report Late Payments Health Care Consumer's Right to Know Post Profile Information Update Profile Information	
A.4.4.2 A.4.4.3 A.4.4.4 A.5 A.5.1 A.5.2 A.5.3	Create Bad Check Report Create Refund Report Report Late Payments Health Care Consumer's Right to Know Post Profile Information Update Profile Information Report Profile Information	
A.4.4.2 A.4.4.3 A.4.4.4 A.5 A.5.1 A.5.2	Create Bad Check Report Create Refund Report Report Late Payments Health Care Consumer's Right to Know Post Profile Information Update Profile Information	

#### **G.** Add the following to the *Pro Forma* Contract, Section E.18:

E.18. <u>Contractor Limitation of Liability</u>. The Contractor's liability on damages for negligence shall be limited to two times the maximum liability of this Contract, as stated in Section C.1. The limitation of liability as set forth in this section does not apply to liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct. The State will not indemnify the Contractor for damages caused by the Contractor's own actions or negligence, or those of third parties.

**H.** Add the following license types for the Department of Education to Contract Attachment B, <u>Data Requirements</u>, Section B.11:

**Education License Types** 

Perm Professional Elementary.

Perm Professional High School,

Professional,

Temporary,

Permit-Not Issued after July 184,

Provisional,

Standard.

Advanced,

Special Legislation,

5-Year Non-Renewal,

Perm Professional Superintendent,

Perm Professional Supervisor.

High School or Elementary Exam,

Trade Shop,

Interim-Not Issued after July 1 84,

Professional School Serv Personnel,

Beginning Administrator,

Professional Administrator,

Probationary Teacher,

Apprentice Teacher,

Career Level I Teacher,

Career Level II Teacher,

Career Level III Teacher.

Probationary Occupational Educ.

Professional Occupational Educ,

Pre-Career Ladder Principal,

Provisional Principal,

Career Level I Principal,

Career Level II Principal,

Career Level III Principal,

Probationary Special Group,

Apprentice Special Group,

Career Level I Special Groups,

Career Level II Special Groups,

Career Level III Special Groups,

Pre-Career Ladder Asst Principal,

Provisional Assistant Principal,

Career Level I Assistant Principal,

Career Level II Assistant Principal,

Career Level III Assistant Principal,

Pre-Career Ladder Supervisor,

Provisional Supervisor,

Career Level I Supervisor,

Career Level II Supervisor,

Career Level III Supervisor.

National Board Certification.

Non-Career Ladder,

Career Ladder, Permit, Alternative A, Interim Provisional Principal, Interim Provisional Asst Principal, Interim Provisional Supervisor, Interim Teacher B, Out of State Teacher, Alternative C, Interim Tch-D Intern, Probationary Teacher Trade Shop, Apprentice Teacher Trade Shop, Career Level I Trade Shop Teacher, Career Level II Trade Shop Teacher, Career Level III Trade Shop Teacher, Career Ladder I Occupational Ed, Career Ladder II Occupational Ed, Career Ladder III Occupational Ed. International Exchange Credential, Prof School Service Pers Initial, Perm Professional Endorsement, Prof School Service Initial, Prof School Service Pers Initial, Non-Public School, Alternative E, Unknown